

WYOMING MILITARY DEPARTMENT
STATE ARMORY USE REGULATION AND PROCEDURES

1. GENERAL: This regulation provides policy and procedure for use of Wyoming Army National Guard armories. This regulation does not create any right in any individual or group. The Adjutant General reserves the right to change the provisions of this regulation without notice. The proponent office for this regulation is the Deputy Military Administrator for State Military Affairs. Interpretation of the regulation is in the sole discretion of the Adjutant General. This regulation supercedes WAR 230-1 dated 1 FEB 86, and will remain in effect until superceded by a new regulation.
2. ADJUTANT GENERAL'S INTENT: The intent of this Wyoming Administrative Regulation is to standardize and streamline the procedures for the use of the armories. The goal is to encourage community use of Wyoming National Guard State armories without jeopardizing the training requirements of our units and without exposing the State Of Wyoming to unnecessary liability.
3. STATE ARMORIES: This regulation applies to all Wyoming National Guard State facilities. The Deputy Military Administrator will act on the behalf of The Adjutant General in all matters pertaining to Armory use. See Annex A for a list of State properties that are affected by this policy.
4. FEDERAL FACILITIES: Those facilities which are considered federally supported (See Annex A), shall be reviewed and approved or disapproved for loan and lease by the United States Property and Fiscal Officer, Wyoming National Guard (USP&FO). USP&FO will establish and publish guidelines under the Joint Ethics Regulations and other applicable regulations for use of federal properties.
5. ARMORY BOARDS: The Adjutant General (TAG) will appoint an Armory Use Board for each Wyoming National Guard armory across the state. (Annex B). Citizens may be nominated or volunteer for appointment.
 - a. The Board will consist of three (3) to five (5) persons, all civilians, appointed at the pleasure of the TAG, to serve without pay. The TAG may delegate his/her authority to appoint or remove Board members to the Deputy Military Administrator for State Military Affairs.
 - b. The Armory Board will advise and assist Wyoming National Guard units in maintaining a close and harmonious relationship with local communities.

- c. Subject to direction from the TAG, the Board will act as the TAG's representative in approving and managing all non-military related events and activities at a particular Armory, including leasing the Armory to persons or organizations not connected with the Wyoming Army National Guard.
- d. The senior military member of the Wyoming National Guard at each armory will designate when the armory is needed for military purposes. To the maximum extent practicable, the senior military member will do so three months in advance, and will provide the Board with a tentative schedule. The senior military member may provide the Armory board information concerning the armory's use restrictions and other technical information, as well as reserving time and space for Armory Board use.

6. PRIORITY OF USE:

- a. First Priority of use for any Wyoming National Guard armory is for military purposes. Military purposes will include morale, welfare and recreation for military members, and official family support group functions. In addition, it includes use by the U.S. Air Force Auxiliary (Civil Air Patrol). Military purposes may also include the need to maintain force protection and security.
- b. Second Priority of use is for any non-military use approved by the Board.
- c. Third Priority of use is for any non-military use purpose by military members and their families, when not scheduled through the Board.
- d. Conflicts. Conflicts in scheduling will be resolved by applying the order of priority stated immediately above. All lease agreements with third parties will reflect the fact that if the armory is needed for a military purpose, the military purpose takes priority over any other activity/event, regardless of when the activity/event was originally scheduled. In the event that a scheduled use is cancelled for military purposes, costs will be borne solely by the User and no damages will accrue to the User as a result of the cancellation.

7. RECORDING KEEPING:

- a. The Deputy Military Administrator will ensure that records are maintained concerning non-military use of the armories. For all use approved by the Board, the Board will complete the monthly Armory Use Summary (Annex J) and forward it with all forms connected with any completed use over the past month to the Deputy Military Administrator. All use approved by the Senior Military Member (e.g. Use By Guard Members For Non-Military Use), the Senior Military Member will send Annex J to the Battalion level command,

which will consolidate the reports and submit a consolidated Annex J to the Deputy Military Administrator.

- b. The records will be made available to the public as per Wyoming Statute §§16-4-201, et. seq., Public Records Act.

8. CIVILIAN USE OF ARMORIES:

- a. No commercial use. Commercial use for this regulation is defined as any activity or event held to produce revenue. Fundraising events by federally tax exempted (non-profit) organizations recognized under the Internal Revenue Code Section 501(c)(3), and by the Wyoming National Guard's family support group operating under the Joint Ethics Regulation 3-210(a)(6), are not considered "commercial use" for the purpose of this regulation.
- b. No use that may reflect adversely on the Wyoming National Guard (e.g., activities that include some form of slur based upon race, color, religion, sex, national origin, age or handicap; no pornographic or sexually oriented activities); no alcoholic use by minors (unless part of a recognized religious service) and no tobacco use by minors.
- c. No competition with local commercial facilities. Any use of a Armory that could be considered competition with a local facility provider must be handled in a sensitive manner to ensure the local community is not alienated. The request must provide proof that local facility providers have no objection to their request, or provide clear and convincing evidence that the User is financially incapable of paying for the local facility provider.
- d. The Board may approve any use which is in compliance with paragraphs 8(a) – (c) above.

9. USE AGREEMENT. Military-purpose users are not required to execute a Use Agreement. All other Users must sign a Use Agreement. (Annex D). The senior military member of the armory may waive the need for a signed Use Agreement for non-military use by military members and their families (See paragraph 14).

10. INSURANCE REQUIRED.

- a. Military-purpose users are not required to have insurance.
- b. All other Users must obtain commercial general liability insurance with minimum limits of \$500,000.00 per occurrence. The insurance must name the State Of Wyoming as an additional insured.

- c. Users who do not find it practicable to obtain insurance may submit a request for waiver on a case by case basis to the Deputy Military Administrator. The Deputy Military Administrator may waive the insurance requirement after considering the risk to the State Of Wyoming as well as the need to maintain accessibility to National Guard armories for the public.
- d. All non-military Users requesting alcohol use must obtain both commercial general liability insurance and liquor liability insurance with minimum limits of \$500,000.00 per occurrence. The insurance must name the State Of Wyoming as an additional insured. If a Caterer is used, the Caterer may provide the proof of insurance.

11. DEPOSIT, CLEANING / SET-UP & ACCESS

- a. User will give a \$150.00 cleaning/damage deposit check (no cash) to the Board. The check will be made payable to the "General Treasury, State of Wyoming." User may request a waiver for the deposit to the Board. The Board possesses the discretion to waive the deposit based on the type of activity, and history of User cleaning the armory to standard and not damaging the armory. The senior military member of the armory may waive any deposit for military members and/or their families.
- b. The armory must be cleaned by the User to the same standard as the User accepted the armory. The User may clean the armory themselves or contract for the cleaning. The Board may provide the User with a list of members of the armory's custodial staff who have expressed a desire to act as independent contractors to provide cleaning/set-up services. If the User desires to employ custodial staff members, User must negotiate, make all arrangements and pay custodial staff members directly, as the custodial staff members in this role act in their own capacity and not as employees of the Wyoming National Guard or the State of Wyoming.
- c. If the armory is either not cleaned to standard and/or damaged, the Board will contact the User and require the User to remedy the situation. If the User does not remedy the situation in a timely fashion, the Board will send the deposit check to the Deputy Military Administrator for resolution.
- d. Access. All access procedures will comply with current Plans Operations Military Support Office (POMSO) directives. Access during elevated Force Protection levels will be IAW current POMSO policy. The Board will coordinate with the senior military member for access. If the User employs a member of the armory's custodial staff, the custodial staff member may agree to provide access after coordinating with the senior military member.

- e. Set-up. The Wyoming Guard will not provide any set-up services. User should consider any need for set-up time in the initial request. User is free to contract for set-up services.

12. PROCUDURES FOR REQUEST & APPROVAL/DISAPPROVAL

- a. Military-purpose users are not required to complete a request use form, but must coordinate their use (See paragraph 5(d)).
- b. All other Users must complete the "Request For Use" form. (Annex C).
- c. The senior military member will determine whether the armory is either: 1). Available; or, 2). Not available for anything other than military purposes. If not available, the Board will notify the User. If available, the Board will continue the process.
- d. If the "Request For Use" includes a request for waiver of insurance, the Board will contact the Deputy Military Administrator for a decision on the waiver.
- e. The Board has the authority to deny any request. If the Board denies a request, the Board will let the User know the reason for the denial in a timely manner. If a User is not satisfied with a Board's decision to deny, the Board should immediately provide the User with contact information for the Deputy Military Administrator.
- f. If the Board grants the request, the Board will ensure that the User executes and provides all applicable documents (Use Agreement, Insurance, Deposit, and Minor Hold Harmless, as applicable). The Board will inform the User of the use polices and explain clean-up and set-up options with the User.
- g. If a User is seeking alcohol use, refer to paragraph 13 below.

13. REQUEST FOR ALCOHOL USE.

- a. Under the authority of the Governor and The Adjutant General, use of alcohol in any Wyoming Guard facility is prohibited unless a waiver is obtained. Civilian users must obtain a waiver from the State Risk Management Office. Military users, when the event is a military social event, must obtain a waiver from The Adjutant General.

- b. Civilian Waivers For Alcohol Use. To obtain a waiver, the User must submit, a minimum of 30 days in advance, the following documents:
 - (1). ALCOHOL INDEMNITY and HOLD HARMLESS RELEASE. If a Caterer is being used, the User must execute the "User Indemnity and Hold Harmless Release," and the Caterer must execute the "Caterer Indemnity and Hold Harmless Release." (Annex G & H).
 - (2). PROOF OF INSURANCE. See paragraph 10(d) above.
 - c. For civilian users, the Board sends the request to the Deputy Administrator for State Military Affairs, who will then forward the request to the State Risk Manager. Prior to sending the request to the Deputy Administrator for State Military Affairs, the Board will review the request and ensure that all required documents accompany the request.
 - d. Military Social Events. For military social events, the request must specify with particularity how the commander will:
 - (1) Establish a designated driver program for the event;
 - (2) Prohibit minors from consuming alcohol at the event;
 - (3) Purchase the alcohol and serve it free of charge; and,
 - (4) Make non-alcoholic beverages available.
 - e. For military members, the request (Annex I) must go through the chain-of-command to the Adjutant General who will either approve or disapprove the request.
 - f. Alcohol will not be approved for any use that includes a physical activity such as a sporting event (basketball, gymnastics, etc.).
 - g. Sacramental wines used by clergy in authorized worship services are exempt from the Alcoholic Beverage Policy. Nothing within this regulation is meant to infringe upon the User's free exercise of their religious practices. The use, distribution and consumption of alcoholic beverages, in the normal course of a recognized worship service, is specifically authorized.
14. USE BY GUARD MEMBERS FOR NON-MILITARY PURPOSES: The senior military member for the armory and Commanders may make armories available to Guard members for personal use, without requiring the Guard member to go through the procedures outlined in paragraph 12 above, subject to the following conditions:

- a. Armory is not otherwise being used for military purposes or a purpose approved by the Board.
- b. Activities sponsored by a Guard member who represents, in any capacity, an official group or organization, will be administered under provisions for civilian use, stated above.
- c. A Guard member may bring family and friends to share in the use of an armory, but only when the Guard member is physically present in the armory. If the Guard member brings family or friends to engage in a physical activity, the Guard member will ensure that all participants sign the "Sign-in Sheet" (Annex E) that includes Hold Harmless language. Before any minors may participate in a physical activity, the Guard member must ensure that the minor's parent signs, or already has on file with the senior military member (or his/her representative), a "Minor Hold Harmless & Indemnification Agreement" (Annex F).
- d. Use of Guard equipment in the armory will be under the responsibility and supervision of the Guard member.
- e. All Guard members will be provided an equal opportunity to use the armories. This provision does not limit the armory/unit commander's right to suspend privileges for cause.
- f. The commander possesses the right to suspend privileges for cause. Unofficial use of armories by Guard members is a privilege extended at the armory/unit commander's discretion. Abuse by any Guard member of this privilege may result in immediate suspension of that person's right to unofficial use of the armories. The senior military member or representative will notify the Guard member in writing that privileges have been revoked. The armory/unit commander will sign the letter.
- g. Guard members are prohibited from using the armory if the Guard member will receive payment or benefit by trade.
- h. Armories, including exterior parking, will not be used for storage of personal vehicles and/or equipment. The senior military member may approve storage during times of deployment or while attending training away from home station on a case by case basis.
- i. No alcohol use under this paragraph. All alcohol requests must be submitted using the procedures under paragraphs 12 and 13 above.

15. ARMORY MODIFICATION / SIGNAGE:

- a. Without the prior written approval of the Deputy Military Administrator, there shall be no permanent modification to any Wyoming National Guard armory to enhance civilian use.
- b. The Board may authorize signs informing of special events, public functions, holidays or promotions provided that:
 - (1) They do not negatively reflect on the Guard.
 - (2) They do not obstruct the view of any armory signage, unit identification, or official signs on the premises.
 - (3) They do not result in damage to the armory or grounds.
 - (4) They are removed promptly (within 12 hours) after their purpose has been served.

16. CHANGES - Recommended changes to this regulation are highly encouraged. Submit your recommendations through the chain of command to the Deputy Military Administrator.

ED BOENISCH
Major General
The Adjutant General

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ANNEXES

- A. Wyoming National Guard Armories.
- B. Sample Armory Board Appointment Order.
- C. Request For Use.
- D. Use Agreement.
- E. Sign-In Sheet
- F. Minor Hold Harmless & Indemnification Agreement.
- G. Alcohol Hold Harmless & Indemnification Agreement For User
- H. Alcohol Hold Harmless & Indemnification Agreement For Caterer.
- I. Military Request for Alcohol Use.
- J. Monthly Armory Use Summary.

K. Items Needed Chart.

ANNEX A
WYOMING NATIONAL GUARD FACILITIES

1. This listing of Wyoming National Guard facilities specifies which facilities are under state control and therefore subject to the policies contained herein, and which facilities are federally supported (not subject to this policy).
2. This list was last updated: 1 NOV 02

LOCATION	State Supported	Federally Supported
Afton	Armory	None
Casper	Armory MVSB	OMS 1B
Cheyenne	Armory	AASF Raper Raper Annex USPFO OMS 4 All ANG Facilities
Cody	Armory	None
Douglas	Armory	None
Evanston	Armory	OMS 3A
Gillette	Armory	None
Guernsey	HQ Bldg 101 Storage Bldg 018	All other Buildings
Lander	Armory	OMS 3
Laramie	Armory	OMS 2
Lovell	Armory Cold Storage	None
Powell	Armory	None
Rock Springs	Armory Cold Storage	None
Sheridan	Armory Cold Storage	OMS 1A
Torrington	Armory MVSB	None
Wheatland	Armory	OMS 5A (closed)
Worland	Armory	None

ANNEX B
Sample Armory Board Appointment Order

HQ, 2-300 FA

23 MAY 03

MEMORANDUM FOR All Concerned

SUBJECT: Duty Appointment: SHERIDAN ARMORY BOARD

1. All previous memorandums concerning this same subject are rescinded.
2. Effective 1 FEB 03 the following individuals are appointed as members of the Sheridan National Guard Armory Board.

Mr. Cowboy "Joe" Poke
Ms. Ima Nice
Mr. N. D. DeBest
3. This Board will serve under the provisions of Wyoming Administrative Regulation Number 230-1.
4. Purpose: To plan, execute and supervise the use of the Sheridan, WY National Guard Armory for non-military use purposes, in accordance with WAR 230-1. Specifically, you are authorized to sign Use Agreements on behalf of the Deputy Military Administrator, in accordance with WAR 230-1.
5. Period: At the will of The Adjutant General.
6. Point of contact for this action is the Deputy Military Administrator for State Affairs, at (307) 772-5235.

ED BOENISCH
Major General
The Adjutant General

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ANNEX C

REQUEST FOR USE

Dear Board Members,

1. Request use of the following armory: _____.

2. General Information.

a. Dates Desired: (Dates) _____; (Times) _____.

b. Name: _____.

c. Address: _____.

d. Telephone Number: (____) _____.

e. Sponsored by: _____.

f. Nature of Sponsor (Non-profit, profit corp., family group, friends, etc.)
_____.

g. Type of activity: _____.

h. Activity for profit? ____ (Yes); ____ (No).

i. Minors Involved? ____ (Yes); ____ (No).

j. Estimated Number Of Participants: _____.

3. Competition.

- Proof of no competition or proof of inability to pay? ____ (Yes); ____ (No).

4. Insurance.

a. Insurance for at least \$500,000.00 that names the State of Wyoming as an additional insured? ____ (Yes); ____ (No).

b. Request waiver for insurance? ____ (Yes); ____ (No).

5. Deposit.

- a. Will provide a deposit in the amount of \$150? ____ (Yes); ____ (No).
- b. Request waiver for deposit? ____ (Yes); ____ (No).

6. Agreement & Hold Harmless.

- Willing to sign the Use Agreement (Annex D): ____ (Yes); ____ (No);
- If a physical activity is involved, willing to ensure that all participants sign the Sign In Sheet (Annex E) ____ (Yes); ____ (No);
- If physical activity with minors involved, Minor Hold Harmless (Annex F) signed by all parents? ____ (Yes); ____ (No).

Signature

Date

ARMORY BOARD'S USE ONLY:

- Proof Of Insurance: ____ (Attached); ____ (Waived—by approval of the Deputy Military Administrator).
- Damage Deposit: ____ (Amount & Check #); ____ (Waived);
- Agreement & Hold Harmless: ____ (Signed & Attached).
- Your request for use of a Wyoming National Guard armory on the above dates is:

APPROVED / DISAPPROVED

- If disapproved, reason for disapproval: _____
_____.

Board Member Signature

**ANNEX D
USE AGREEMENT**

Armory: _____
Date: _____

1. Introduction. The Deputy Military Administrator, Wyoming Military Department, acting through the undersigned Board Member, and for and on behalf of the Adjutant General, State of Wyoming Military Department, hereinafter referred to as the "Guard," under authority granted in Title 19, Wyoming Statutes, hereby grants to _____, hereinafter referred to as the "User," for the dates of _____ and hours _____.

2. Use Of Armory. User will use the armory for the following non-commercial purpose: _____. User declares that the armory will not be used for profit. User also declares that the use will not contain any form of slur based upon race, color, religion, sex, national origin, age or handicap and will not contain pornographic or sexually oriented activities. User declares that no minors will use alcohol (unless part of a recognized religious service) or tobacco.

3. Military Use Of Armory Is Paramount. This agreement is revocable at the will of the Adjutant General of Wyoming, or his/her designated representative, if the armory is needed for military purposes (regardless of when this agreement is entered). In the event that a scheduled use is cancelled for military purposes, costs will be borne solely by the User and no damages will accrue to the User as a result of the cancellation.

4. Insurance.

a. _____ (User Initials) User has obtained commercial general liability insurance with minimum limits of \$500,000.00 per occurrence. The insurance names the State Of Wyoming as an additional insured. A copy of the insurance is attached to this agreement; **OR**,

b. _____ (User Initials) User requests a waiver of insurance and the Guard hereby waives insurance requirement _____ (Board member initials).

5. Hold Harmless. User requested use of the armory and accepts any and all risk and responsibility. In consideration of the use of the armory, the User agrees to indemnify and hold harmless the State Of Wyoming, and the Wyoming Military Department, the armory Board members, together with each entity's officers, agents and employees, from any and all claims of damage or injury to property or person and all claims of damage or injury to property or person that may come upon the premises at the invitation, direction, command, or solicitation of the User, regardless of the person's

legal status as an invitee, guest, employee, occupier or other claim of right or privilege. Indemnification shall include not only the loss claimed and proved, but all costs incidental to the defense of the claim, including but not limited to reasonable attorney fees expended in defense of the asserted claim.

6. Alcohol Use. No alcohol will be used in the armory unless User has received special permission (or as part of a recognized religious service). To receive special permission, User (and Caterer if applicable) will provide appropriate insurance and sign an Alcohol Hold Harmless & Indemnification release form (Annexes G & H). In this case User:

- Does NOT have permission for alcohol use _____ (Board member's initial);
- Has permission for alcohol use _____ (Board member's initial);

7. Cleaning & Condition.

a. Deposit.

1). User deposits a check (no cash) made payable to "General Treasury, State of Wyoming," for \$150.00 to the Board _____ (initials of User & Board).

OR

2). User requests and is granted a waiver of deposit _____ (initials of User & Board).

- b. User agrees to leave the armory in the same condition as User accepted the armory in, normal fair wear and tear excepted. The User may clean the armory or contract for the cleaning. If the User desires to employ a custodial staff member of the armory for either clean-up or set-up, User must negotiate, pay and make all arrangements directly with the custodial staff member, as the custodial staff member in this role will act in their own capacity and not as employees of the Wyoming National Guard. If User damages, destroys or losses any part the armory or any equipment therein, User agrees to immediately notify the Board member listed below and agrees to pay for the damage, destruction or loss. User agrees that the Guard may repair any damage or replace any loss caused by User and send the expense to User for reimbursement.
- c. If User leaves the armory in the same condition as User accepted the armory, fair wear and tear excepted, or timely remedies any cleaning, damage or loss, then any deposit check given by User will be returned to User.

8. Vacating Armory. User agrees to vacate the armory on the last date stated in paragraph 1 above. User agrees to remove any property of User from the armory after use. If User does not remove some personal property, after notice to User, the Guard may cause the property to be removed or stored at User's expense.

9. Sovereign Immunity. The State of Wyoming, the Wyoming Military Department and its agents do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

Dated this _____ day of _____, 20____.

(Name of User)

(Name Of Board Member)

(Signature Of User)

(Signature Of Board Member)

**ANNEX E
SIGN-IN SHEET**

In consideration of my use of the armory, I agree to hold harmless the State Of Wyoming, and the Wyoming Military Department, the Armory Board, together with each entity's officers, agents and employees, from any and all claims of damage or injury to property or person related to my use of a National Guard armory and/or equipment.

I also agree to indemnify the parties stated above concerning any incidental costs related to the defense of any claim, including but not limited to reasonable attorney fees expended in defense of any asserted claim, related to my use.

In addition, I understand that the State of Wyoming, the Wyoming Military Department and its agents do not waive sovereign immunity by permitting the use of this facility/equipment and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

Facility: _____

<u>Date</u>	<u>Print Name</u>	<u>Signature</u>

**ANNEX F
MINOR HOLD HARMLESS & INDEMNIFICATION**

WHEREAS, I (we), _____, parent(s) of _____, minor(s) have requested and have been granted authority for the said minor(s) to use of a National Guard armory or equipment; and,

WHEREAS, such authority has been granted upon my (our) own initiative, risk, and responsibility.

In consideration of the use of the armory, the parents agree to indemnify and hold harmless the State Of Wyoming, and the Wyoming Military Department, the Armory Board, together with each entity's officers, agents and employees, from any and all claims of damage or injury to property or person and related to the minor's use of a National Guard armory and/or equipment.

Indemnification shall include not only the loss claimed and proved, but all costs incidental to the defense of the claim, including but not limited to reasonable attorney fees expended in defense of the asserted claim.

Sovereign Immunity. It is also understood that the State of Wyoming, the Wyoming Military Department and its agents do not waive sovereign immunity by allowing the minor use of a National Guard armory and/or equipment. The State of Wyoming, the Wyoming Military Department and its agents specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

Dated this _____ day of _____, 20____.

(Signature of Parent)

(Name & phone number of person to be notified in case of emergency)

ANNEX G

**ALCOHOL HOLD HARMLESS RELEASE and INDEMNITY
by USER**

This Release made this _____ day of _____, by _____ (hereinafter referred to as User), whose mailing address is _____ and, given to the State of Wyoming, acting by and through Risk Manager, Risk Management Section, Department of Administration and Information, Emerson Building, Cheyenne, Wyoming 82002.

WITNESSETH:

WHEREAS, User has arranged to hold the following function, to-wit: _____, at the National Guard Armory, located in _____, Wyoming; and,

WHEREAS, User wishes to have alcoholic beverages served or present at the said function; and,

WHEREAS, the State of Wyoming does not ordinarily permit the servicing of alcoholic beverages at facilities owned by the State of Wyoming; and,

WHEREAS, the Governor of the State of Wyoming has agreed to make an exception to executive policies upon the understanding that User obtain adequate insurance coverage and agrees to indemnify the State of Wyoming.

NOW, THEREFORE, in consideration for being allowed to serve alcoholic beverages or have alcoholic beverages present on the premises of the National Guard Armory, located at _____, Wyoming, on _____, 200__ does hereby agree:

1. To indemnify and hold harmless the State of Wyoming, its officers, employees and agents, from and against any and all claims, demands or suits for injuries and/or damages to persons or property arising from the acts of User, User's guests, agents or employees, who attend the function, to-wit: _____, at the National Guard Armory, located in _____, Wyoming,

and/or acts occurring during the departure from or enroute from the said National Guard Armory.

2. To obtain commercial general liability insurance and liquor liability insurance with limits of \$500,000.00 for the aforementioned function to be held on _____, at the National Guard Armory, located in _____, Wyoming. The State of Wyoming shall be named as an additional insured to the policies of insurance.

3. On or before the ____ day of _____, 200__, User must provide a certificate of insurance to Risk Manager at (307) 777-6796, evidencing such coverage.

DATED this ____ day of _____, 200__.

(Signature of User)

State of Wyoming)
) ss
County of _____)

Subscribed and sworn to before me this ____ day of _____, 200__, by
_____.
Witness my hand and official seal.

Notary Public
My commission expires:

ANNEX H

**HOLD HARMLESS
RELEASE and INDEMNITY by CATERER**

This Release made this ____ day of _____, by _____ (hereinafter referred to as CATERER), whose mailing address is _____, acting by and through _____; and, given to the State of Wyoming, acting by and through Risk Manager, Risk Management Section, Department of Administration and Information, Emerson Building, Cheyenne, Wyoming 82002.

WITNESSETH:

WHEREAS, CATERER has arranged to hold the following function, to-wit: _____, at the National Guard Armory, located in _____, Wyoming; and,
WHEREAS, CATERER wishes to have alcoholic beverages served or present at the said function and has arranged for CATERER to provide and serve alcoholic beverages at said function; and,
WHEREAS, the State of Wyoming does not ordinarily permit the servicing of alcoholic beverages at facilities owned by the State of Wyoming; and,
WHEREAS, the Governor of the State of Wyoming has agreed to make an exception to executive policies upon the understanding that CATERER obtain adequate insurance coverage and agrees to indemnify the State of Wyoming.

NOW, THEREFORE, in consideration for being allowed to serve alcoholic beverages or have alcoholic beverages present on the premises of the National Guard Armory, located at _____, Wyoming, on _____, CATERER does hereby agree:

1. To indemnify and hold harmless the State of Wyoming, its officers, employees and agents, from and against any and all claims, demands or suits for injuries and/or damages to persons or property arising from the acts of the acts of CATERER, its agents and employees, and from the acts of _____, _____ guests, agents and employees, who attend the function, to-wit:

_____, at the National Guard Armory, located in _____, Wyoming, and/or acts occurring during the departure from or enroute from the said National Guard Armory.

2. To obtain commercial general liability insurance and liquor liability insurance with minimum limits of \$500,000.00 per occurrence for the aforementioned function to be held on _____, at the National Guard Armory, located in _____, Wyoming. The State of Wyoming shall be named as an additional insured to the policies of insurance.

3. On or before the ____ day of _____, 200_, Caterer must provide a certificate of insurance to the State Risk Manager at (307) 777-6796, evidencing such coverage.

DATED this ____ day of _____, 200_.

by

State of Wyoming)
) ss
County of _____)

Subscribed and sworn to before me this ____ day of _____, 200_, by _____, for and on behalf of _____.

Witness my hand and official seal.

Notary Public

My commission expires:

ANNEX J
MONTHLY ARMORY USE SUMMARY

1. Location: _____.
2. Month & Year Of Use: _____.
3. Total number of days of use: _____.
4. Purpose of use (wedding, sports, etc.): _____

5. Approximate Total Number of users: _____.
6. Additional comments:

_____.
7. Attached are all applicable documents concerning completed use over the last month.

Signature

date

Print Name

ANNEX K
ITEMS NEEDED FOR USE

Military Use

- No forms needed

Military Use w/ Alcohol

- Military Request For Alcohol Use (Annex I)

Non-Military Use By Members

- If physical activity, Sign-In Sheet (Annex E)
- If minor & physical activity, Minor Hold Harmless (Annex F)

Civilian Use

- Request For Use (Annex C)
- Use Agreement (Annex D)
- Insurance, unless waived
- If physical activity, Sign-In Sheet (Annex E)
- If physical activity with a Minor, Minor Hold Harmless (Annex F)
- Deposit, unless waived

Civilian Use w/ Alcohol

- Request For Use (Annex C)
- Use Agreement (Annex D)
- Alcohol Indemnity & Hold Harmless (User & Caterer, Annexes G&H)
- Insurance
- Deposit, unless waived